

EXHIBIT A

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*Attorneys for Irving H. Picard, Trustee
for the Substantively Consolidated SIPA Liquidation
of Bernard L. Madoff Investment Securities LLC
and for the Estate of Bernard L. Madoff*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

SECURITIES INVESTOR PROTECTION
CORPORATION,

Plaintiff-Applicant,

v.

BERNARD L. MADOFF INVESTMENT
SECURITIES LLC,

Defendant.

Adv. Pro. No. 08-01789 (SMB)

SIPA LIQUIDATION

(Substantively Consolidated)

In re:

BERNARD L. MADOFF,

Debtor.

IRVING H. PICARD, Trustee for the Liquidation
of Bernard L. Madoff Investment Securities LLC,

Plaintiff,

v.

STEVEN J. LIFTON,

Defendant.

Adv. Pro. No. 10-05087 (SMB)

STIPULATION FOR ENTRY OF JUDGMENT

IT IS HEREBY STIPULATED AND AGREED by and between plaintiff Irving H.

Picard, Trustee for the Substantively Consolidated SIPA Liquidation of Bernard L. Madoff Investment Securities LLC and for the Estate of Bernard L. Madoff (the "Trustee") and Steven J. Lifton ("Defendant" and together with Trustee the "Parties", and each individually a "Party"), as follows:

1. That in the event of default in performance of the Settlement Agreement and Release made and entered into as of August ____, 2015 between the Parties (the "Settlement Agreement"), Trustee shall be entitled to immediate entry of a Judgment Pursuant to Stipulation, a copy of which is attached hereto as Exhibit 1, entered against Defendant, in the amount of One Million Four Hundred Fifty Thousand United States Dollars (\$1,450,000), reduced by any payments made by Defendant allocated to this adversary proceeding under the Settlement Agreement.

2. That judgment will be entered forthwith upon a default under the Settlement Agreement, upon the *ex parte* filing of a Declaration Re Default in Payments by Trustee or his attorney of record which shall set forth the amount of any payments received from Defendant allocated to this adversary proceeding under the Settlement Agreement.

3. That each and all of the allegations, claims and contentions of Trustee alleged in the Complaint on file herein are true and that Defendant confirms the amount set forth in paragraph 1 above.

4. That judgment shall be final for all purposes upon entry of judgment and each Party waives any right to appeal therefrom.

5. That Defendant, represented in this action by counsel, has read and understands the contents of this Stipulation for Entry of Judgment (this "Stipulation").

6. That this Stipulation shall not be filed unless and until there is a default under the Settlement Agreement. This Stipulation shall be returned to Defendant and a dismissal of Defendant from the Adversary Proceedings shall be filed, with prejudice, when Defendant has paid all sums and satisfied all obligations arising under the Settlement Agreement.

7. That the declaration of the Trustee or his attorney of record shall be sufficient to

establish the exact sum due and owing pursuant to this Stipulation and shall be sufficient to secure the entry of judgment and the issuance of a writ of execution, in accordance with the terms set forth herein.

8. That the judgment shall bear interest at the applicable legal rate from the Effective Date of the Settlement Agreement as stated in the declaration of Trustee or his attorney of record.

9. That Defendant hereby expressly waives notice of entry of judgment, notice of and right to any hearing regarding entry of judgment, and notice of default hereon, and that judgment may be entered on an ex parte basis.

10. This Stipulation may be signed in counterparts, all of which when taken together shall constitute the agreement of the Parties hereto. A photocopy, facsimile or email signature to this Stipulation shall be deemed as an original signature for any and all purposes.

11. That the court shall retain jurisdiction over the Parties to enforce this Stipulation until there is full performance of the terms hereof.

Dated: Aug 25, 2015

BAKER & HOSTETLER LLP

By: /s/ Nicholas J. Cremona

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Substantively Consolidated SIPA Liquidation of
Bernard L. Madoff Investment Securities LLC
and for the Estate of Bernard L. Madoff*

STEVEN J. LIFTON



**MEYER, SUOZZI, ENGLISH & KLEIN,
P.C.**

By: /s/ [Signature]

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EXHIBIT 1

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Defendant.

Adv. Pro. No. 10-05087 (SMB)

JUDGMENT PURSUANT TO STIPULATION

Pursuant to the stipulation of the parties, judgment is entered in favor of Plaintiff Irving H. Picard, Trustee for the Substantively Consolidated SIPA Liquidation of Bernard L. Madoff Investment Securities LLC and for the Estate of Bernard L. Madoff and against Steven J. Lifton in the amount of One Million Four Hundred Fifty Thousand United States Dollars (\$1,450,000). Said judgment shall bear interest at the applicable rate per annum from the Effective Date of the Settlement Agreement.

Dated: _____

HONORABLE STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE